

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☐ New Contract
 ☐ OTR
 ☐ Sole Source
 ☐ Bid Waiver
 ☐ Emergency
 Previous Contract/Project No. 7936-0/15

☒ Re-Bid
 ☐ Other
 LIVING WAGE APPLIES: ☐ YES ☒ NO

Requisition No./Project No.: RQID1500013 TERM OF CONTRACT 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Traffic Cones

Description:

The purpose of this solicitation is to establish a contract for the purchase of traffic cones in conjunction with the County's needs.

Issuing Department: ISD Contact Person: Mary Hammett Phone: 305-375-5471

Estimate Cost: 417,916.00 GENERAL X FEDERAL OTHE Funding Source:

ANALYSIS

Commodity Codes:	550-78				
Contract/Project History of previous purchases three (3) years					
Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.					
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>		
Contractor:	Equicross Inc., Bobs Barrik				
Small Business Enterprise:	American Fasteners Corp				
Contract Value:	\$424,371.00	\$	\$		
Comments:	The existing contract 5 years no OTRs				

Continued on another page (s): ☐ YES ☐ NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:

--

Signed: <i>Mary Hammett</i>	Date sent to DBD: 10/24/14
	Date returned to DPM:

Revised April 2005

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of traffic cones in conjunction with the County's needs.

2.2 TERMS OF CONTRACT

The resultant contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter, which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, and shall expire on the last day of the five (5) year period.

2.3 METHOD OF AWARD**To Lowest Priced Bidder on an Item-by-Item Basis**

Award(s) will be made on an item-by-item basis to the responsive and responsible bidder(s) who submits the lowest price for the item(s) being awarded, and who meets the qualifying criteria listed below:

Bidders Qualifications:

- a. Bidders shall provide a contact person, telephone number, fax number, and e-mail address to expedite purchase orders.
- b. Bidder shall be the product Manufacturer, authorized distributor and/or authorized- reseller.

1. If the Bidder(s) are the product manufacturer it must be indicated on letterhead.

2. If the Bidder(s) are authorized distributors.

Provide a current letter (within the 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturer's letterhead with the contract person name and phone number.

3. If the Bidder(s) are authorized Re-sellers.

- Provide a current letter (within the 12 months from bid submission) from the manufacturer indicating the approved distributor. This letter must be signed and presented on the manufacturer's letterhead with the contract person name and phone number.

and

- Provide a current letter (within the 12 months from bid submission) from the authorized distributor, stating that the submitter is an authorized reseller. This letter must be signed and presented on the distributor's letterhead with the contract person name and phone number.

2.4 **PRICES**

The initial contract prices resulting from this solicitation shall remain fixed and firm for no less than 12 months from the commencement date. It is the Bidder's responsibility to request any adjustment. The Bidder's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the current contract year. The County may consider an adjustment based on: **Bureau of Labor Statistic Data, Consumer Producer Price Index (PPI) Rubber and Plastic Products.**

If no adjustment request is received from the bidder, the County will assume that the bidder(s) has agreed that the next contract year will remain at the current price. Any adjustment request received after the commencement of a new year may not be considered.

The County reserves the right to reject any price adjustments submitted by the bidder or to negotiate lower pricing during the contract period based on market research information or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustment submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments.

2.5 **SAMPLES**

After the County opens the bid proposals, the bidders may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name, brand, and style number if applicable. If the bidder fails to submit the samples, properly labeled, within the specified date stipulated in the notice, the County shall not consider the bidder's proposal for that item(s). All samples shall become the property of Miami-Dade County.

Any sample submitted shall create an express warranty that the whole of the goods to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.6 **INSURANCE REQUIRMENTS IN SECTION 1, PARAGRAPH 1.21 TERMS AND CONDITION ARE NOT APPLICABLE**

2.7 DELIVERY

Bidder(s) shall make deliveries within the stated timeframe described in each purchase order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the bidder's. In these cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract is awarded fail to deliver in the number of days stated on the purchase order, the County reserves the right to cancel the order on a default basis after any back order period that has been agreed upon lapse. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any reprocurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidder shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

2.7.1 PACKING SLIP/DELIVERY TICKET

Bidder(s) shall enclose a complete packing slip and/ or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip and/or delivery ticket shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip and/or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; back-order quantities and estimated delivery of backorders if applicable.

2.7.2 BACK ORDERS

If a bidder cannot deliver an ordered item in accordance with the scheduled delivery date, due to a current existing backorder of that item with the bidder's manufacturer or distributor; the bidder shall insure that such back orders are discussed with the County Department and agreed upon between both the County and bidder(s). The bidder(s) shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders after the agreed upon grace period has lapsed, seek the items from another bidder, and charge the incumbent bidder for any directly associated re-procurement costs. If the bidder fails to honor these reprocurement costs, the County may terminate the contract for default.

2.7.3 ACCEPTANCE OF PRODUCT

The product(s) to be provided here under shall be delivered to the County and inspected by an authorized representative of the County. The inspection shall be performed to determine acceptance of the product (s), appropriate invoicing, and warranty conditions.

2.8 DEFICIENCIES

Bidder(s) shall promptly correct any and all apparent or latent deficiencies. All replacements shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the Bidder(s) by the County. The Bidder shall bear all costs of replacing such items. If the Bidder fails to replace the items within the period specified, the County may at its discretion, notify the bidder in writing that the bidder is subject to contractual default provisions if the replacements are not received within the stipulated time frame. If the bidder fails to replace the items within the period specified in the notice, the County shall place the bidder on default, obtain the goods from another bidder and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.9 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Mary Hammett, at (305) 375-5471 email mhammet@miamidade.gov

2.10 ENVIRONMENTALLY ACCEPTABLE PACKAGING

Effective June 16, 1992, all contracts in excess of ten thousand (\$10,000) dollars will be affected by Resolution Number R738-92 amending Miami-Dade County Administrative Order 3-2 (relating to the procurement of goods and services).

As a waste management alternative, and as an additional means of reducing the volume and toxicity of waste and by-products entering Florida's solid waste stream, Miami-Dade County has instituted the following policy with regard to source reduction.

In order to discourage excessive packaging of a product solely for marketing purposes and to encourage packaging for purposes of ensuring durability, re-usability and recyclability. No goods shall be purchased if the goods constitute less than 90 percent (by volume) of the item being purchased or if the goods contain more than 10 percent package and packing material (by volume). No packaging shall be purchased which is not environmentally acceptable packaging.

For purposes of meeting the requirements of this resolution, "Environmentally Acceptable" shall be defined as; any item that is returnable for reuse or recycling, or which is recyclable.

In order to insure compliance with this resolution, bidder(s) shall indicate in the space provided on the Bid/Proposal Submission Form or elsewhere as required by this solicitation, the method to be used for returning packaging materials to the distributor in conjunction with this solicitation and/or by completing the General Services Certification of Recycled Product Content Form indicating the ability of the materials to be recycled through existing recycling collection programs.

Appeals for waiver of these requirements may be made in writing to the County Manager through the Director of Procurement Management. No waiver shall be effective unless approved by a majority vote of the Board of County Commissioners. Offers failing to provide this information may result in being declared non-responsive; however the bidder shall be given the opportunity to provide the information during the offer evaluation period. At such time, the bidder shall be given fifteen (15) calendar days to submit this information.

Bidders wishing to obtain a copy of the complete resolution should contact The Clerk of the Board at 305-375-5126.

2.11 PURCHASE OF OTHER ITEMS

While the County has listed all major items within this solicitation, which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact all awarded bidder(s) to obtain a price quote for the similar items. The County reserves the right to award these similar items to the awarded bidder or to acquire the items through another means if it is in the best interest of the County.

SECTION 3 – TECHNICAL SPECIFICATIONS**3.1 SCOPE OF WORK**

This solicitation is for the purchase of various traffic cones in conjunction with the County's needs.

3.2 GOODS

The following is a list of items that County may purchase under the contract resultant from this solicitation. This list is neither exclusive nor complete.

3.2.1 TRAFFIC CONE SPECIFICATION

Bidder(s) shall furnish traffic cones with the following specifications:

- All cones shall be “**safety orange**” (Safety orange is the same color as **blaze orange**, (Color No.12199) required by United States law (U.S. Code of Federal Regulations, Title 15 Commerce and Foreign Trade, Section 1150.3).
- Sizes:
 - 12” Safety orange traffic cones without reflective collar.
 - 18” Safety orange traffic cones with one (1) 6” reflective collar.
 - 28” Safety orange traffic cones without reflective collar.
 - 28” Safety orange traffic cones with one (1) 6” and one (1) 4” reflective collar.
 - All 28” cones shall be wide-body
 - 36” Safety orange traffic cones with one (1) 6” and (1) 4” reflective collar reflective collar.
 - 36” Safety orange traffic cones without reflective collar.
 - All 36” cones shall have a minimum weight of twelve (12) pounds.
- Material: polyvinyl chloride (PVC) for high visibility under all weather conditions.
- If retro-reflective material is used on these safety cones it shall have a smooth, sealed outer surface, manufactured by 3M, Avery, Reflexive, or equal.
- All cones shall meet the Florida Department of Transportation (FDOT) and Manual on Uniform Traffic Control Devices (MUTCD) standards.

<http://www.dot.state.fl.us/rddesign/DS/12/IDx/00600.pdf>

3.3 CONE STENCILING

Several County departments require special 1" black stencil letters applied under the outer orange layer of the cone where it cannot be removed yet remains easily viewable.

A. Miami-Dade Aviation Department:

- 28" and 36" Safety orange traffic cones with one (1) 6", one (1) 4" reflective collar, and 1" black stencil letters 'MDAD'

B. Miami-Dade Fire Rescue

- 18" Safety orange traffic cones with one (1) 6" reflective collar and 1" black stencil letters 'MDFR'
- 28" Safety orange traffic cones with one (1) 6", one (1) 4" reflective collar, and 1" black stencil letter 'MDFR'

C. Transit Agency

- 28" Safety orange traffic cones with one (1) 6" and one (1) 4" reflective collar, and 1" black stencil letters 'MDT' 'T&G'.

D. Water & Sewer

- 36" Safety orange traffic cones with one (1) 6" one (1) 4" reflective collar, and 1" black stencil letters 'MD-WASD'.

3.4 DELINEATORS

Bidders shall provide the County with TD5100 Ring top delineator or an equal with the following specifications:

- Large opening for easy handling
- Has a caution tape knob for wrap around application.
- Reinforced bolt hole for warning lights.
- Support rings around reflective bands for added tape protection.
- Made from high impact polyethylene utilizing polymer protection UV stabilizer.

Details:

Base Dimensions: 16" Octagonal, 1.75", 1.65" & 1.375" height

Base Material: 100% Post-Consumer recycled rubber

Base weight: 8, 10, 12, 15, and 18 pounds

Height of sheeting above roadway: 37.50" 40.75"

Overall height: 44.75 and 48.50

Post diameter (round): 4.00"

Post material: HDPE with polymer protection UV stabilizer

Post Sheeting: Many options available

Recycled Content: 90% overall